

AMENDMENT TO
ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of this 26th day of August, 2019 (the "First Amendment Effective Date"), by and between Warren County, Indiana (the "County"), and Jordan Creek Wind Farm LLC, a Delaware limited liability company, qualified to do business in Indiana (the "Company"). The County and the Company may be referenced to herein individually as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, the County and the Company entered into an Economic Development Agreement on August 29, 2016 (the "Agreement") regarding the development of a proposed wind-powered electric generating facility by the Company in the County, as further defined in the Agreement and as set out below (the "Project");

WHEREAS, the Parties mutually desire to affirm their agreement that the Construction Commencement Date, defined therein and as set out below, shall be extended;

WHEREAS, in consideration thereof, the Company desires to affirm its anticipated investment in the County in the amount of approximately Three Hundred Million Dollars (\$300,000,000) in equipment, real estate and improvements for the Development Area (as defined in the Agreement);

WHEREAS, the capitalized terms used in this Amendment shall have the same meaning as set out in the Agreement unless otherwise indicated.

NOW THEREFORE, in consideration of the foregoing covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties acknowledge and agree that the total Project investment shall provide for a minimum investment of Three Hundred Million Dollars (\$300,000,000) by the Company in the County.
2. The Parties agree that Section 3.01 of the Agreement shall be and hereby is amended and restated as follows:

Completion of Project. Subject to the issuance of necessary permits and any other Permitted Delays pursuant to Section 7.10, the "Construction Commencement Date" is defined as May 15, 2020, the latest date by which the Company shall commence pouring the concrete for the permanent foundation for the first wind turbine tower. The Company shall use its commercially reasonable efforts to complete construction and equipping of the Project by May 15, 2021, subject to any Permitted Delays pursuant to Section 7.10 hereof.

As used herein, "construction and equipping of the Project" shall be deemed complete at such time as all turbines in the Project have been certified by the Company as acceptable for commercial operation. The parties agree that the Company's current civil work in the Development Area (which includes one or more of the following activities: surveying, geotechnical analysis, tree clearing, and grading) shall be deemed to satisfy the requirement that construction be "substantially started" under Section 161.05 of the Zoning Ordinance. If the Company does not commence pouring the concrete for the permanent foundation for the first wind turbine tower on or prior to, subject to the issuance of necessary permits and Permitted Delays pursuant to Section 7.10 hereof, the Construction Commencement Date, then this Agreement shall terminate and the Parties shall have no further obligations hereunder.

3. The Parties agree that Section 3.03 of the Agreement shall be and hereby is amended and restated as follows:

Economic Development Payments. As consideration for the possible restriction of certain other new commercial development and employment in portions of the Development Area as consequence of the Project, and other assistance provided by the County pursuant to this Agreement, the Company agrees to make certain payments in the amounts and on the dates described below (such payments, the "Economic Development Payments").

Accordingly, for Phase I, the Company shall pay Economic Development Payments totaling Two Million Five Hundred Thousand Dollars (\$2,500,000), to be paid in nine payments, with the first payment in the amount of Five Hundred Thousand Dollars (\$500,000) due not later than November 15, 2020 (such date, the "First Payment Date"). The remaining eight payments, each in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), shall be due on each April 1 and October 1 beginning with the April 1 and October 1 immediately following the First Payment Date.

For the Additional Phases, the Company shall pay Economic Development Payments in the amount of Twenty-Five Thousand Dollars (\$25,000) per megawatt, to be paid in nine equal payments, with the first payment due not later than the First Payment Date. The remaining eight payments, shall be due on each April 1 and October 1 beginning with the April 1 and October 1 immediately following the First Payment Date.

Subject to the foregoing, the Company shall make each of the Economic Development Payments to the Warren County Auditor, with the payments to be deposited by the Auditor into a special fund, which fund shall be established by the Warren County Commissioners and the Warren County Council not less than fifteen (15) days prior to the Construction Commencement Date. Each of the Economic Development Payments shall constitute a contribution by the Company to the furtherance of other economic development in the County, and the Economic Development Payments shall be used by the County for the construction, repair, or maintenance of roads, public safety facilities, and other infrastructure, the improvement of the park systems, the completion of economic development projects, or the payment of debt service or personnel or other operating

expenses related to such roads, public safety facilities, and infrastructure and other services provided in the County, or other purposes which improve the quality of life in the County and thereby foster economic development in the County, all which shall be determined by the Warren County Commissioners and the Warren County Council. The Economic Development Payments shall not constitute a payment in lieu of any tax, charge, or fee of the County or any other taxing unit, and shall be in addition to any payments made by the Company pursuant to Section 3.04 of this Agreement and any other tax, charge, or fee payable by the Company.

The payment of the Economic Development Payments, subject to the terms and conditions set forth herein, shall be guaranteed by NextEra Energy Resources, LLC. If this Agreement does not terminate pursuant to Section 3.01 of this Agreement, then a guaranty, in a form reasonably similar to the Guaranty attached as Exhibit C to this Agreement, shall be executed and delivered by NextEra Energy Resources, LLC on or promptly following the Construction Commencement Date (the "Guaranty"). NextEra Energy Resources, LLC shall pay any reasonable attorneys' fees incurred by the County to enforce the Guaranty.

4. The Parties agree that the Statement of Benefits forms attached to the Agreement as Exhibit D shall be, and hereby are, deleted in their entirety and replaced with the Amended Statement of Benefits form attached to this Amendment as Exhibit A, which is incorporated herein by this reference (the "Amended SB-1"). All references in the Agreement to the Statement of Benefits shall mean the Amended SB-1.

5. Except as to the Amendment to the Road Use Agreement entered into concurrently herewith, all other terms and conditions of the Agreement, the Road Use Agreement (executed by and between the Parties and dated October 12, 2016), and the Decommissioning Agreement (executed by and between the Parties and dated October 12, 2016) are hereby fully ratified, affirmed and are of full force and effect.

6. Notices. The Parties agree that the notice addresses for the County and the Company provided in Section 7.05 of the Agreement shall be and hereby are updated as follows:

If to the County, to: c/o Warren County Auditor
Warren County Courthouse (Second Floor)
125 N. Monroe Street, Suite 7
Williamsport, IN 47993

With a copy to: Warren County Attorney
Jud Barce, Esq.
Barce & Redlin, PC
103 N. Jackson Avenue
P.O. Box 252
Fowler, IN 47944

If to the Company, to: Jordan Creek Wind Farm LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard, FEJ/JB
Juno Beach, FL 33408
Attn: Business Manager

With a copy to: Bingham Greenebaum Doll LLP
Attn: Mary E. Solada, Esq.
2700 Market Tower, 10 West Market Street
Indianapolis, IN 46204

Any Party may change its contact or address for receiving notices by giving written notice of such change to the other Party. Notices may be sent by either Party's counsel to the other Party and its counsel.

7. Amendment. This Amendment may be amended, modified, renewed, or extended only by written instrument executed in a manner of its original execution. This Amendment, together with the Agreement, contains the entire agreement of the Parties with regards to this subject matter and no representation, inducements, or agreements, oral or otherwise between the Parties not contained or embodied in this Amendment and the Agreement shall be of any force or effect. This Amendment shall be governed by and construed according to the laws of the State of Indiana. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Amendment. Furthermore, either Party may execute this Amendment by means of an electronic signature; and, such signature shall be deemed authentic and valid, if such electronic signature is received by the other Party. The recitals first written above are hereby incorporated into this Amendment by this reference.

[Remainder of Page Intentionally Left Blank; Signatures Follow.]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment pursuant to all requisite authorizations as of the First Amendment Effective Date.

WARREN COUNTY, INDIANA

By: Board of Commissioners of Warren County,
Indiana

W. B. Jordan

Brian Jordan

Clay Andrews

Clay Andrews

Adam Hanthorne

ATTEST:

Robin Weston-Hubner

Robin Weston-Hubner, Auditor
Warren County, Indiana

JORDAN CREEK WIND FARM LLC

a Delaware limited liability company

By: _____

Printed: _____

Its: _____

[Handwritten Signature]

John DiDonato

Vice President